FILED
DEC 08 2010
U.S. DISTRICT COURT
MARTINSBURG, WV 25401

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

SABRE JOHNSON,

Plaintiff,

vs. Civil Action Number: 3:10CV118

LIBERTY LIFE ASSURANCE COMPANY
OF BOSTON, GRUBB & ELLIS COMPANY
STD PLAN, and GRUBB & ELLIS COMPANY
LTD PLAN,

Defendants.

COMPLAINT

AND NOW, comes the Plaintiff, Sabre Johnson, by and through her undersigned counsel, Gregory G. Paul, Esquire, and files the within Complaint, to obtain declaratory relief, and recover disability benefits under an ERISA employee benefit plan, and to recover costs, prejudgment interest and attorney's fees.

JURISDICTION AND VENUE

1. This is an action brought pursuant to section 502(a), (e)(1) and (f) of ERISA 29 U.S.C. §§1132(a), (e)(1) and (f). The Court has subject matter jurisdiction pursuant to 29 U.S.C. §1132(e)(1), 28 U.S.C. §1331 and 28 U.S.C. §1367(a). Under §502(f) of ERISA, 29 U.S.C. §1132(f), the Court has jurisdiction without respect to the amount in controversy or the citizenship of the parties.

2. Venue is properly laid in this district pursuant to section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), in that the subject employee benefit plan is administered in this district, the breaches of duty herein alleged occurred in this district, and one or more of the defendants

resides or is found in this district, and pursuant to 28 U.S.C. §1391(b), in that the causes of action arose in this district.

PARTIES

3. Plaintiff, Sabre Johnson, is an adult individual who resides at 18544 Charles Town Road, Harpers Ferry, WV 25425.

4. Defendant, Liberty Life Assurance Company of Boston, is the claims administrator and insurer for the LTD plan defined by ERISA with its principal place of business located at 175 Berkeley Street, Boston, MA 02116-5066.

5. Defendant, Grubb & Ellis Company STD Plan is self-funded and an employee benefit plan under ERISA with its principal place of business located at 500 West Monroe Street, Suite 2800, Chicago, IL 60661.

6. Defendant, Grubb & Ellis Company LTD Plan is an employee benefit plan under ERISA and the policyholder of the plan insured by Liberty Life Assurance Company of Boston.

SUMMARY OF ACTION

7. Plaintiff was born on November 5, 1971, was employed by Grubb & Ellis Company as an accountant until she was unable to continue working on September 2, 2009.

8. On or about September 2, 2009, Plaintiff was unable to continue working in her own occupation at Grubb & Ellis due to multiple medical conditions including, but not limited to, abdominal pain, nausea, vomiting and weight loss which rendered her completely disabled from her position as an accountant.

9. Under the short-term and long-term disability policy, an eligible employee will be entitled to disability benefits if "the Covered Person, as a result of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Job".

10. On or about March 8, 2010, Defendants denied Plaintiff's short-term and long-term disability benefits despite her chronic medical conditions documented by her treating physicians.

11. As a result of Defendants' denial of short-term and long-term disability benefits, Plaintiff has not received the monthly benefits to which she is entitled. Furthermore, defendant's denial was infected by conflict of interest including but not limited to the claims processing and payment of claims by the same insurance company.

COUNT ONE
(CLAIM FOR BENEFITS UNDER THE PLAN- 29 USC 1132(a)(1)(B))

12. The averments set forth in Paragraph 1 through 11 above are incorporated by reference.

13. The Plan provides the Plaintiff is entitled to replacement disability income ("Disability Benefits") based upon her becoming disabled within the meaning of the Plan.

14. Plaintiff has established her disability within the meaning of the Plan and is entitled to Disability Benefits because she is unable to perform the material and substantial duties of her own job.

15. On or about March 8, 2010, Defendant denied Disability Benefits and benefits were discontinued February 28, 2010. Plaintiff is entitled to payment of the Disability Benefits under the Plan because her medical conditions prevent her from performing the material and substantial duties of her own job.

16. Defendant's denial of short-term and long-term disability benefits constitutes denial of benefits governed by ERISA and adversely affects her eligibility for continuing long-term disability benefits.

17. Plaintiff has exhausted all administrative remedies as stated in the final denial dated October 22, 2010.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Sabre Johnson, respectfully prays that the court: (1) declare that the Defendants are obligated to pay Plaintiff her past due Disability Benefits; (2) award Plaintiff the costs of this action, interest, and reasonable attorneys' fees; and (3) award such other further and different relief as may be just and proper.

Respectfully submitted,

MORGAN & PAUL, PLLC

/s/ Gregory G. Paul

GREGORY G. PAUL, ESQUIRE
Attorney for Plaintiff
WV ID Number: 8129
409 Broad Street
Suite 270
Sewickley, PA 15143
(412) 259-8375
(888) 822-9421 (facsimile)
gregpaul@morgan-paul.com